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<p><b>UNITED STATES BANKRUPTCY COURT</b> <b>CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</b></p>	
<p>In re:</p> <p>Yesenia Villarreal</p> <p>Debtor(s).</p>	<p>CASE NUMBER: 2:18-bk-16821-VZ CHAPTER 13</p> <p><b>ORDER <input checked="" type="checkbox"/> GRANTING <input type="checkbox"/> DENYING</b> <b>DEBTOR'S MOTION TO AVOID JUNIOR LIEN</b> <b>ON PRINCIPAL RESIDENCE</b> <b>[11 U.S.C. § 506(d)]</b></p> <p>DATE: January 7, 2019 TIME: 10:30 a.m. COURTROOM: 1368 ADDRESS: 255 E. Temple St., Los Angeles, Ca 90012</p>
<p><b>Creditor Holding Junior Lien (name):</b> TRINITY FINANCIAL SERVICES, LLC</p>	

1. The Motion was: ☐ Opposed ☒ Unopposed ☐ Settled by stipulation
2. The Motion affects the junior trust deed(s), mortgage(s), or other lien(s) (Subject Liens) encumbering the real property (Collateral) described in the Motion, which is the principal residence of Debtor.
3. ☒ Motion granted as set forth in the **Attachment** to this order.

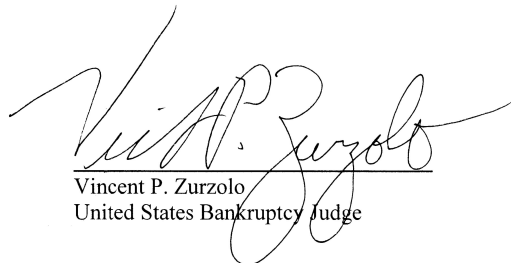
"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code.  
"FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

4. ☐ Motion denied on the following grounds: ☐ with prejudice ☐ without prejudice
- a. ☐ Based upon the findings and conclusions made on the record at the hearing
- b. ☐ Unexcused non-appearance by Movant
- c. ☐ Lack of proper service
- d. ☐ Lack of evidence supporting motion
5. ☐ The court further orders as follows (*specify*):
- ☐ See attached page

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Date: January 15, 2019



Vincent P. Zurzolo  
United States Bankruptcy Judge

**ATTACHMENT TO MOTION/ORDER  
(11 U.S.C. § 506: VALUATION/LIEN AVOIDANCE)**

This court makes the following findings of fact and conclusions of law:

1. **Creditor Lienholder/Servicer:** TRINITY FINANCIAL SERVICES, LLC.
2. **Subject Lien:** Date (*specify*) 07/12/2006 and place (*specify*): Los Angeles County, California.  
of recordation of lien; Recorder's instrument number and/or document recording number: 06 1534944.
3. **Collateral:**
  - a. Real property (street address, legal description or map/book/page number, including county of recording):  
1658 East 59<sup>th</sup> Street, Los Angeles, California 90001 (Legal Description: LOT 91 OF AHREN'S MIRAMONTE TRACT ADDITION, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGES 110 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY).
  - ☐ See attached page.
  - b. Other collateral: \_\_\_\_\_ ☐ See attached page.

**4. Secured Claim Amount Determination**

- a. Value of Collateral: ..... \$480,000.00.
- b. Amounts of Senior Liens (reducing equity in the property to which the Subject Lien can attach):
  - (1) First lien: ..... (\$516,042.75)
  - (2) Second lien: ..... (\$\_\_\_\_\_)
  - (3) Third lien: ..... (\$\_\_\_\_\_)
  - (4) Additional senior liens (*attach list*): ..... (\$\_\_\_\_\_)Subtotal: ..... ([\$36,042.75])
- c. Secured Claim Amount (negative results should be listed as -\$0-): ..... \$0.00

Unless otherwise ordered, any allowed claim in excess of this Secured Claim Amount is to be treated as a nonpriority unsecured claim and is to be paid pro rata with all other nonpriority unsecured claims in Class 5A of the Plan.

5. **Lien avoidance:** Debtor's request to avoid the Subject Lien is granted as follows. The effective date of avoidance of the Subject Lien (Lien Avoidance Effective Date) will be upon:  
☒ completion of the Chapter 13 Plan, or ☒ receipt of a Chapter 13 discharge in this case.
6. **Retention of lien until avoidance:** The Creditor Lienholder will retain the Subject Lien for the full amount due under the corresponding note and deed of trust, mortgage or lien if the Debtor's chapter 13 case is dismissed or converted to any other chapter under the Bankruptcy Code, or if the Collateral is sold or refinanced, prior to the Lien Avoidance Effective Date.
7. **Retention of rights upon foreclosure of other lien:** In the event that the holder of any other lien on the Collateral forecloses on its interest and extinguishes the Creditor Lienholder/Servicer's lien rights prior to the Lien Avoidance Effective Date, the Creditor Lienholder's lien shall attach to any proceeds greater than necessary to pay the senior lien(s) from the foreclosure sale.

☐ See attached page(s) for more liens/provisions.